

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

SCF MARINE INC.,	)	
	)	
Plaintiff	)	CIVIL ACTION NO.
	)	
v.	)	ADMIRALTY
	)	
BASIN COMMERCE, INC.,	)	Pursuant to Rule 9(h) of the
	)	Federal Rules of Civil Procedure
Defendant	)	
	)	
	)	

**COMPLAINT FOR DAMAGES FOR BREACHES OF CONTRACTS**

Plaintiff SCF Marine Inc. (“SCF”), for its cause of action in a matter civil and maritime, states as follows:

1. SCF is a corporation based in St. Louis, Missouri and engaged in the business of inland marine transportation including the sale of barge freight for the movement of cargo on the inland river system.

2. Defendant Basin Commerce, Inc., formerly known as Basin Commerce LLC (“Basin”), is a corporation engaged in the business of arranging for and brokering barge freight for its customers who ship cargo in barges on the inland river system. Basin converted from a limited liability company to a corporation in 2017.

3. This matter is within the admiralty and maritime jurisdiction of this Court within the meaning of Rule 9(h), Federal Rules of Civil Procedure, in that it arises from the breach by Basin of contracts for the sale of barge freight on the inland river system that Basin entered into with SCF.

4. This Court has personal jurisdiction over Basin because the freight contracts that are the subject of this action were issued in St. Louis, Missouri and contain a forum selection clause for the federal court in St. Louis, Missouri, and because Basin purposefully sought to do business with SCF which is located in this state.

5. Beginning in 2016 and continuing into and during 2018, Basin sought out and entered into with SCF a series of twenty-three contracts, each for the sale by SCF to Basin of freight for one or more barges.

6. All of the contracts, each deemed a Confirmation of Freight Sale, included the same Standard Terms and Conditions. A true and correct copy of the first such contract is attached hereto as Exhibit A and provides the Standard Terms and Conditions that were included in all of the contracts.

7. Each contract stated, in pertinent part, that the freight owed by Basin to SCF would be earned when SCF placed the barge for loading as Basin requested and that invoices that were unpaid by Basin after 30 days would bear interest at the rate of one and one half per cent per month or, at Seller SCF's option, the highest applicable legal rate.

8. SCF placed each of the barges for loading as requested by Basin and invoiced Basin for the applicable charges.

9. Basin has failed and refused to pay the freight and related charges that Basin owes for a total of seven barges, pursuant to four contracts in 2018.

10. Basin owes SCF \$342,017.70 for the unpaid barge freight and related charges for the aforesaid seven barges pursuant to the aforesaid four contracts, plus interest.

11. SCF has performed all of the obligations owed by it pursuant to the aforesaid four contracts.

12. Basin's failure to pay the outstanding barge freight and related charges it owes for the four contracts constitutes breaches of contracts which have damaged SCF in the amount of \$342,017.70 plus interest.

WHEREFORE, Plaintiff SCF Marine Inc. prays for judgment against Defendant Basin Commerce, Inc., formerly known as Basin Commerce LLC, for breaches of contracts, in the amount of \$342,017.70 as damages, and for prejudgment interest and costs, and for any other and further relief that this Court deems just and proper.

Respectfully Submitted,

GOLDSTEIN and PRICE, L.C  
and Alan K. Goldstein #36214MO  
and Jacob D. Curtis #63771MO

/s/ Alan K. Goldstein

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